CreamyPeach Copyright and DMCA Policy

Version 1.0 — effective from the date of publication on the Platform. Last updated 22 October 2026.

1. Purpose and legal framework

1.1 This policy explains how **PEACHCREAM S.R.L.**, Șoseaua Iancului nr. 53, bl. 102B, sc. C, et. 7, ap. 111, Sector 2, Bucharest, Romania, Trade Register no. J2026041854006, CUI 55048995 (**CreamyPeach**, **we**, **us**), operator of creamypeach.com (the **Platform**), handles complaints that content on the Platform infringes copyright or other rights, and how the people who posted that content can respond. It forms part of our Terms of Service (clause 34) and the Creator Agreement.

1.2 CreamyPeach respects intellectual property and expects every Creator and user to do the same. Creators warrant in the Creator Agreement that they own or are licensed to use everything they upload, and the Content Standards prohibit infringing content.

1.3 We operate this policy under: the United States Digital Millennium Copyright Act, 17 U.S.C. §512, for which we maintain a designated agent; Regulation (EU) 2022/2065 (the Digital Services Act), Articles 16, 17, 20, 21 and 23, which govern notices, statements of reasons, complaints, out-of-court dispute settlement and measures against misuse; Romanian Law no. 365/2002 on electronic commerce, Articles 14 to 16, and Law no. 8/1996 on copyright and related rights; and Directive (EU) 2019/790 where applicable. Where these rules differ, we apply the one that gives the rights holder and the uploader the greater protection.

1.4 **Designated agent.** Notices and counter-notices under this policy are sent to our designated agent:

Copyright Agent, PEACHCREAM S.R.L. Șoseaua Iancului nr. 53, bl. 102B, sc. C, et. 7, ap. 111, Sector 2, Bucharest, Romania Email: legal@creamypeach.com (subject line "Rights Complaint" or "Counter-Notice") In-platform: the "Report content" tool at creamypeach.com/report

The same agent is listed in the United States Copyright Office DMCA Designated Agent Directory. Email and the in-platform tool are the fastest routes; postal notices are accepted but take longer.

2. Sending a complaint

2.1 **Who may complain.** The owner of the copyright or other right, or a person authorised to act for the owner (for example, an agency or a lawyer). Creators whose content has been copied onto the Platform by someone else use the same procedure.

2.2 **What a complete notice contains.** To be valid under 17 U.S.C. §512(c)(3) and Article 16 of the Digital Services Act, a notice must include:

1. identification of the work you say is infringed (a title, a link to the original, or a representative list if many works are concerned);
2. the exact location of the material on the Platform: the URL of each post, message, profile or media item, so that we can find it without searching;
3. an explanation of why you consider the material infringing, including, where relevant, why no exception or licence applies;
4. your name, postal address, email address and, if you act for someone else, the name of the rights holder and your authority to act;
5. a statement that you believe in good faith that the use is not authorised by the rights holder, its agent or the law;
6. a statement, under penalty of perjury where United States law applies, that the information in the notice is accurate and that you are the rights holder or authorised to act on its behalf; and
7. your physical or electronic signature (typing your full name in an email counts).

2.3 **Incomplete notices.** If a notice is missing one of the items above, we tell you within 2 business days what is missing. We may still act on a notice that identifies the work and the location precisely, but the DMCA timelines run only from a complete notice.

2.4 **How we act.** We review every notice through a person, not only an automated tool. Where the notice is complete and the material appears to infringe, we remove or disable access to it promptly, normally within 2 business days and within 24 hours for obvious copies of a verified Creator's own content. We confirm to you what we did and when, and we keep a record of the notice.

2.5 **Trusted flaggers and bulk notices.** Entities awarded trusted-flagger status under Article 22 of the Digital Services Act, and rights holders who regularly send accurate notices, may ask legal@creamypeach.com for a priority channel and for a structured format for multiple URLs.

2.6 **Rights other than copyright.** The same procedure applies to trade marks, image rights, personality rights and database rights. For intimate content of a real person published without consent, use the faster procedure in section 5, which does not require ownership of any copyright.

2.7 **Fingerprinting.** Where a Creator provides us with a copy of original content, we may fingerprint it so that future uploads of the same material by other accounts are blocked at upload. Rights holders may ask for the same for their catalogues.

3. If your content is removed

3.1 **Notification and statement of reasons.** When we remove or restrict content following a notice, we tell the account that posted it at the same time, by email and in the account dashboard, with: a copy of the notice (with the complainant's contact details where United States law requires them to be passed on, otherwise redacted), the material concerned, the reason for the decision, whether an automated tool was involved, and how to contest it. This is the statement of reasons required by Article 17 of the Digital Services Act.

3.2 **Counter-notice.** If you believe the removal was a mistake or that you have the right to use the material, you may send a counter-notice to the designated agent in clause 1.4. A valid counter-notice under 17 U.S.C. §512(g)(3) contains:

1. identification of the material that was removed and the location where it appeared before removal;
2. a statement, under penalty of perjury where United States law applies, that you believe in good faith that the material was removed as a result of mistake or misidentification;
3. your name, postal address and email address;
4. if you are in the United States, a statement that you consent to the jurisdiction of the federal district court for the district in which your address is located, and that you will accept service of process from the complainant; if you are outside the United States, a statement that you consent to the jurisdiction of the courts of Bucharest, Romania, or of any court where CreamyPeach may be found, for the purposes of the dispute; and
5. your physical or electronic signature.

3.3 **What happens next.** We forward the counter-notice to the complainant. If the complainant does not tell us within 10 business days that it has filed a court action to restrain the use, we restore the material between 10 and 14 business days after receiving

the counter-notice. If a court action is filed, the material stays down until the court decides. We do not restore material that we have independently found to breach the Content Standards.

3.4 **EU complaint and dispute routes.** Users in the European Union may also use our internal complaint system under Article 20 of the Digital Services Act (clause 38 of the Terms), free of charge, for six months after the decision, and may bring the dispute to a certified out-of-court dispute settlement body under Article 21. The Platform's complaints team reviews these cases, and automated tools alone never decide a complaint.

3.5 **Creator Earnings.** Earnings attributable to removed content are held during the counter-notice period and released or forfeited under the Creator Agreement once the dispute is resolved.

4. Repeat infringers, false claims and Creator protection

4.1 **Repeat infringer policy.** We keep a record of every substantiated notice against each account. An account receives a written warning on the first substantiated notice, is suspended for 14 days with earnings held on the second within any 12-month period, and is permanently closed on the third, or earlier where the infringement is flagrant (for example, re-uploading content already removed, or selling another Creator's paid content). Closure under this policy is final, the person may not open a new account, and we report the closure to our payment partners where their rules require. A notice that was withdrawn, or that was defeated by a counter-notice, does not count.

4.2 **Misuse of this procedure.** Under 17 U.S.C. §512(f), a person who knowingly misrepresents that material is infringing, or that it was removed by mistake, is liable for the damages, costs and legal fees that result. Under Article 23 of the Digital Services Act we may suspend, for a reasonable period and after a warning, the processing of notices from a person who frequently submits manifestly unfounded notices, and we may suspend accounts that frequently submit manifestly unfounded counter-notices. We may ask for proof of identity or of rights before acting on a notice where there are signs of abuse, in particular where a notice targets a verified Creator's own content.

4.3 **Creators' own content.** Creators keep ownership of their content and license it to CreamyPeach for sale on the Platform. Fans receive only a personal, non-transferable right to view. All media is forensically watermarked so that a leaked copy can be traced to the account that bought it. A Creator who finds their CreamyPeach content on another

website may send us the link; we provide the Creator with the evidence needed for a notice to that website, close the account that leaked the content, and pursue the person under the Terms of Service, including the liquidated damages in clause 64.

4.4 **Content that is lawful but disputed.** Where a notice concerns a genuine dispute over a licence, a collaboration or a release rather than a plain copy, we may keep the content restricted and invite both sides to resolve the matter, and we act on a court order or a settlement when one is provided.

5. Intimate content published without consent

5.1 If content on the Platform shows you, or a person you represent, in an intimate or sexual way without consent, including edited, face-swapped or AI-generated material, you do not need to own any copyright to have it removed. Report it through the "Report content" tool or to legal@creamypeach.com with the location of the content, a statement that the person depicted did not consent to its publication, your connection to that person, and a way to contact you. We may ask for proportionate proof of identity to prevent fraudulent takedowns.

5.2 We restrict access to the reported content while we assess the report, normally within 24 hours and in every case within 48 hours of a complete report, as required by the United States TAKE IT DOWN Act, and we remove it and any identical copies where the report is substantiated. We tell you what we did. Content removed under this section is not restored on a counter-notice; the person who posted it may use the complaint procedure in clause 38 of the Terms. We preserve the evidence, close the account responsible, and report to the competent authorities where the law requires, including the National Center for Missing and Exploited Children where a minor may be involved.

6. Other legal requests, records and changes

6.1 **Authorities and courts.** We act on orders of courts and competent authorities under clause 44 of the Terms and Article 9 of the Digital Services Act, and we notify the affected account unless the law or the order prohibits it.

6.2 **Records.** We keep every notice, counter-notice, decision and statement of reasons for 5 years, and we include anonymised statistics about them in the transparency report we publish annually under Article 15 of the Digital Services Act.

6.3 **Language.** Notices may be sent in English or Romanian. We answer in the language of the notice where we can.

6.4 **Changes.** We may update this policy to reflect changes in the law or our procedures. The version and date at the top tell you which text applies; changes do not affect a notice already under review.

6.5 **Contact.** Copyright Agent, PEACHCREAM S.R.L., Șoseaua Iancului nr. 53, bl. 102B, sc. C, et. 7, ap. 111, Sector 2, Bucharest, Romania · legal@creamypeach.com · creamypeach.com/report.